

RECORDATION NO. 218666 FILED

DEC 11 '98 - 1-26 PM

LAW OFFICES
MILES & STOCKBRIDGE

A PROFESSIONAL CORPORATION

10 LIGHT STREET

BALTIMORE, MARYLAND 21202-1487

TELEPHONE 410-727-6464

FAX 410-385-3700

CAMBRIDGE, MD

COLUMBIA, MD

EASTON, MD

FREDERICK, MD

McLEAN, VA

ROCKVILLE, MD

TOWSON, MD

WASHINGTON, D.C.

JOHN A. STALFORT
410-385-3424

December 10, 1998

RECORDATION NO. 218666-A FILED

DEC 11 '98

1-26 PM

RECEIVED
SURFACE TRANSPORTATION
BOARD
DEC 11 1 26 PM '98

via FEDERAL EXPRESS

Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001
Attention: Mrs. Janice Fort

Re: Our File No.: 258-1903

Dear Mrs. Fort:

Enclosed for recordation as a primary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Lease with Trust Agreement entered as of December 28, 1995 between Railcar, Ltd. (Suite 315, 1819 Peachtree Road, N.E., Atlanta Georgia 30309) and RailTex, Inc. (4040 Broadway, Suite 200, San Antonio, Texas 78209)

Also enclosed is a check to cover the costs of recording the enclosed document.

Upon recordation, please return the recorded document to the undersigned.

Thank you for your prompt attention to this matter. If you have any questions, please call me at (800) 344-2532.

Sincerely,

Michele E. Sperato

Michele E. Sperato

Assistant to John A. Stalfort

Enclosures

RECORDATION NO. 21866 FILED

DEC 11 '98

1-26PM

STATE OF MARYLAND
SS:
CITY OF BALTIMORE

THIS IS TO CERTIFY that the attached Lease with Trust Agreement is a true and complete copy of said Lease with Trust Agreement.

WITNESS my hand and seal this 9th day of December, 1998.

Michelle E. Sperato
Notary Public

My Commission Expires: January 28, 2001

DEC 11 '98

1-26 PM

LEASE WITH TRUST AGREEMENT

This LEASE ("Lease") is made and entered as of the 28th day of December, 1995, between RAILCAR, LTD., a Georgia corporation acting as principal and/or agent for owners, to be identified by supplement as referred to below (hereinafter called "LTD"; such owners are collectively referred to as LTD from time to time in this Lease, except that, as the context may require, LTD shall mean, with respect to any Car, the owner of said Car identified on any Schedule or Amendment hereto or LTD in its management and agent capacity with respect to such Car), and RAILTEX, INC., (collectively, hereinafter called "LESSEE").

RECITALS

LESSEE desires to lease from LTD certain railroad cars, hereinafter specifically designated or to be specifically designated, all upon the terms and conditions set forth in this Lease.

AGREEMENT

1. Lease of Car. LTD agrees to lease to LESSEE, and LESSEE agrees to lease from LTD, pursuant to the terms of this Lease, an assortment of 50 ft. and 60 ft., 70-ton plate B, cushion underframe used boxcars which previously operated under Southern Railway reporting marks as described on Schedule I attached hereto and made a part of this Lease. The word "Schedule" as used herein includes the Schedule executed concurrently herewith and all additional Schedules and amendments thereto, each of which when signed by both parties shall become a part of this Lease, except that any Schedule may be amended by LTD alone from time to time, and which upon such amendment be a part of this Lease, in order to identify the principal for whom LTD is acting and the Cars owned by such principal. If it becomes necessary to substitute Cars, the Schedules may be modified by mutual consent of the parties. The scheduled items of equipment are hereinafter referred to as the "Car" or "Cars." LTD shall render its best efforts to make available for lease to LESSEE all Cars; provided, however, that this Lease shall apply to such lesser number of Cars as are actually made available from time to time, and LTD shall suffer no liability, penalty or other prejudice for failure to make available all Cars at any time during the term of this Lease.

2. Term. The term of this Lease Agreement as to each Car shall be for an initial term commencing upon delivery and acceptance thereof and continuing until expiration of five (5) years from Commencement Date. The Commencement Date shall be the first day of the month following the date on which the last Car is delivered and accepted by LESSEE.

3. Rent.

a. LESSEE agrees to pay or cause to be paid the rent to LTD for the use of the Cars as follows:

(i) LTD shall receive all payments made or due to or with respect to three of LESSEE's shortlines, the South Carolina Central Railway, the Missouri & Northern Arkansas Railroad and the Grand Rapids Eastern Railroad, under the Interchange Rules by other railroad companies or any other party for or during or in connection with the possession, use or handling of the Cars and collected by LESSEE (or its shortlines) or LESSEE's car hire agent, which the parties agree shall initially be Railcar Management, Inc. ("RMI") for the South Carolina Central Railroad and the Grand Rapids Eastern Railroad. The initial car hire collection and accounting for the Missouri & Northern Arkansas Railroad will be handled internally by LESSEE. Such payments include but are not limited to mileage charges and hourly car hire payments under then applicable ICC and/or AAR Car Hire provisions (all of which payments made to LESSEE and its shortlines are herein collectively referred to as "payments"). Notwithstanding any provision herein to the contrary, LESSEE shall be responsible for immediately paying to LTD any hourly and mileage car hire earnings not paid to LESSEE (or its shortlines) because a railroad company or other party claims an offset against LESSEE (or its shortlines) or for which LESSEE receives an economic benefit. Lessee shall cause and shall be responsible for all payments received by LESSEE (or its shortlines) or LESSEE's car hire agent respecting the Cars to be held in trust (and shall not be commingled with LESSEE's own funds or general assets) for the benefit of LTD.

(ii) LESSEE will be entitled to receive all per diem amounts received in a calendar year with respect to the Cars in excess of an average for all Cars of \$250 per Car per month, net of reclaims. All mileage earnings shall be for the account of LTD. The Cars will be car hire free to all of LESSEE's shortline railroads in a given month, provided that the average per diem earned by all Cars over any calendar quarter exceeds _____ per Car per month ("Minimum Utilization"). Once the earnings fall below the Minimum Utilization, LESSEE (and its shortlines) shall pay for the Cars while on line at the rate of _____ per hour for per diem and _____ per mile for mileage until the year-to-date average per diem earned per Car per month exceeds the Minimum Utilization.

(iii) In the event damage beyond repair or destruction of a Car has been reported in accordance with Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Hire Rules--Freight and the appropriate amount due as a result thereof is received by LTD, the damaged or destroyed Car will be removed from the requirement to pay rental under this Lease as of the date of the casualty, although LTD will be entitled to all payments earned up to and including said date. The parties agree that LTD may at its discretion replace damaged or destroyed Cars with like equipment.

(iv) LTD agrees to use its best efforts to deprescribe those Cars which had not been deprescribed by the previous owner, Norfolk Southern ("NS"), and LESSEE agrees to use its best efforts, including a "best and final" offer if necessary, to arrange for all railroads who use the Cars to agree to pay a minimum hourly rate of _____ and a minimum per mile rate of _____. Without such agreements, under current AAR Car Hire provisions, the Cars would only earn _____ per hour in per diem and _____ per mile for mileage. LESSEE shall not however have the right to authorize any type of reclaim or other arrangement which would diminish the earnings of the Cars.

(v) Rental payments shall not be subject to any setoff, withholding, abatement or deduction of any nature except as expressly permitted in this Lease.

4. Delivery and Acceptance. LESSEE will be responsible for freight charges to move the Cars from where they are currently stored on NS to their assignment, except that (i) LTD shall pay the freight charges for the initial move over CSX Transportation, Inc. for the Cars originally sent to the South Carolina Central Railway and (ii) LTD will be responsible for up to _____ per Car switching charge for the Cars initially sent to the Grand Rapids Eastern Railroad. NS has agreed to provide an initial free move on NS; however those Cars which have already been moved free of charge on NS to a Progress Rail facility, will be moved again at LTD's expense.

LTD will at its cost have mobile repair units make the following repairs:

- Any defects as defined in the current editions of the AAR Field Manual of Interchange Rules.
- Water-tight doors that are operable and suitable for loading.
- All stenciling referring to NS, including trust stenciling, car marks and numbers will be obliterated.
- Cars will be stenciled with new reporting marks and numbers.
- AEI transponders and mounting brackets will be applied on Cars not so equipped. Existing tags will be removed, reprogrammed and reapplied.

Where possible these repairs will be performed at the LESSEE shortline identified below before the Cars go into service. Repositioning charges (if any) to assign the Cars to other LESSEE shortlines will be for the account of LESSEE.

Delivery and acceptance of the Cars will take place at one of the following LESSEE shortlines:

South Carolina Central Railway
Grand Rapids Eastern Railroad
Northeast Kansas & Missouri Railroad
Georgia Southwestern Railroad

Indiana Southern Railroad

LESSEE shall be solely responsible for determining that the Cars comply with the specifications contained in this Lease. LESSEE will have its authorized representative inspect each Car and accept or reject them as to condition. LTD shall have a reasonable opportunity to rectify any nonconformity with respect to any rejected Car. Cars so inspected and accepted and any Car which LESSEE does not elect to inspect within five (5) days after being repaired at the applicable shortline designated above shall be deemed to be accepted and subject to this Lease.

5. Railroad Markings and Record Keeping.

a. LTD and LESSEE agree that each of said Cars will be lettered with the railroad markings of one of South Carolina Central Railway ("SCRF"), Missouri & Northern Arkansas Railroad ("MNA") or Grand Rapids Eastern Railroad ("GR"), as agreed by the parties, which may not be changed while this Lease remains in effect with respect thereto without the parties' agreement. LTD and LESSEE further agree that any Car may also be marked with any information required by an owner or secured party under any financing agreement entered into by LTD or an owner in connection with such Car, providing all such markings comply with all applicable regulations.

b. LESSEE, at LESSEE's expense and with assistance from LTD, shall during the term of this Agreement prepare and file all documents relating to the registration, maintenance and record keeping functions involving the Cars. Such documents shall include but are not limited to the following: (i) registration in the Official Railway Equipment Register and the Universal Machine Language Equipment Register (UMLER); and (ii) such reports as may be required from time to time by the ICC, AAR and/or other regulatory agencies.

c. RMI shall, on behalf of LESSEE, monitor the performance of all record keeping functions related to the use of the Cars by LESSEE's shortlines and other railroads and persons in accordance with AAR railroad interchange agreements and rules, including, but not limited to, car hire reconciliation. Correspondence from railroads using the Cars shall be addressed to RMI and RMI shall furnish LTD and LESSEE with a copy thereof upon request.

d. Since LESSEE will handle cash management for Cars operating under the MNA marks internally, LESSEE will by the 20th of each month following the receipt of detailed car hire reporting fax RMI a list of all payments received from all other railroads or any other party for the use of the Cars during the previous month. RMI will prepare and deliver to LESSEE an owners' settlement statement on a cash basis for the MNA marked Cars, and LESSEE will immediately send LTD a check for the amount "due to LTD's owners" which will represent the payments received net of any authorized repairs, reclaims or other deductions. If LESSEE appoints someone other than RMI (the "Agent") to handle the car hire accounting for the MNA marked Cars, LESSEE agrees to cause the Agent to send payment to LTD by the end of the month following any month during which this Lease is in effect, representing all car hire

payments received, net of any authorized repairs, reclaims or other deductions, and LESSEE shall be responsible and liable therefor. This payment will be accompanied by a computer diskette (formatted as agreed upon between the parties) containing the details of the car hire earnings, junction and interchange records, plus detailed AAR billing information pertaining to repairs paid or other permitted set-offs. LESSEE shall bear the cost of cash management on Cars bearing the MNA marks.

e. For Cars operating under the SCRF marks and the GR marks, RMI will within thirty days following the end of a month, send LESSEE payment and cash basis owners' settlement statements for same. LTD will be responsible for RMI's . . . monthly charge per reporting mark for cash management for the two shortlines SCRF and GR.

f. All record keeping performed by RMI including all records of payments, charges and correspondence related to the Cars shall be separately recorded and maintained by RMI in a form suitable for reasonable inspection by LESSEE or LTD from time to time during regular RMI business hours.

6. Possession and Use. LESSEE shall take possession of and use the Cars in a careful and prudent manner in compliance with all ICC and/or AAR Interchange Rules and Regulations and in compliance with all laws and solely for the uses for which they were designed. LESSEE agrees that so long as the Cars are under lease, it will not lease additional boxcars, if the addition of such cars causes or might cause the Cars to fail to achieve the Minimum Utilization as defined hereafter. From and after acceptance of the Cars and so long as LESSEE shall not be in default hereunder, LESSEE shall be entitled to the use of the Cars for the full term of this Lease and for its own benefit subject to the terms of this Lease. LESSEE will cooperate with LTD in an effort to keep the Cars within the continental limits of the United States of America. Except for the lettering described in Section 5(a) above indicating the interest of LESSEE, LTD, and any assignee, mortgagee, owner, or secured party, no lettering or marking shall be placed upon any of the Cars by LESSEE except upon the written direction or consent of LTD. LESSEE's rights to the possession and use of the Cars shall be subject and subordinate to the rights of any owner or secured party under any financing agreement entered into by any owner in connection with any financing for some or all of the Cars.

7. Repair Work. Except for running repairs or as otherwise provided herein, LTD shall authorize or cause to be performed all Repair Work. LTD shall bear all cost including reclaims incidental to such Repair Work. LTD shall at its sole cost and expense perform or cause to be performed all Repair Work except for repairs to the doors or door opening caused by LESSEE's shippers or consignees (which shall be for the account of LESSEE). To avoid the determination of responsibility for door and door opening repairs from being a labor intensive task, the parties agree that, for the first year, all expenses for repairs to the door and door openings shall be deemed the responsibility of LESSEE and LTD in equal shares of each. Each year thereafter these shares shall be adjusted based upon an audit by LTD of the repairs made to doors and door openings in a sample number of transactions during the preceding year.

The sample shall be made up of one hundred (100) invoices for door and door opening repair transactions randomly selected by LTD. LESSEE shall also at its sole cost and expense perform or cause to be performed all Repair Work received by LESSEE or its shortlines and reclaims required by reason of LESSEE's negligence or intentional act. LTD shall have no responsibility for Repair Work until informed of the need therefor. LESSEE will immediately forward to LTD all notices, communications or invoices relating to Repair Work and take no action with respect thereto without LTD's express consent. LTD, at its expense, may require LESSEE to return Cars for preventive maintenance or Repair Work. LTD may, at LTD's discretion, replace or withdraw any Car which LTD in its sole discretion deems uneconomical for Repair Work of any kind.

8. Casualty Cars. LTD shall bear the risk of any Car which is lost, stolen, destroyed or damaged beyond economical repair ("Casualty Car") other than on LESSEE's shortline railroads. LESSEE shall bear the risk of and be responsible for any Car which is lost, stolen, destroyed or damaged beyond economical repair on its or its shortlines and shall promptly pay to LTD the amount prescribed for such casualty under the Interchange Rules. This Lease shall terminate as to any Casualty Car on the date on which the casualty occurred; provided LTD in its sole discretion may elect to replace said Car with a like Car and such replacement Car shall be made part of this Lease for all purposes. All right, title and interest to payments for Repair Work or in connection with the loss of any Casualty Car due from third parties are hereby assigned to and belong to LTD, and LESSEE shall cooperate with LTD and use its best efforts in the prosecution and collection of all claims therefor, all cost of which shall be borne by LTD. LESSEE shall cause and be responsible for all such payments received by LESSEE (or its shortlines) or LESSEE's (or its shortlines') car hire agent respecting the Cars to be held in trust (and not be commingled with LESSEE's or its shortlines' own funds or general assets for the benefit of, and to be paid to LTD.

9. Insurance and Taxes. Except as provided herein, LTD shall, during the term of this Lease and at its expense, carry and maintain, public liability insurance and physical damage insurance in respect of the Cars in such amounts and with such terms as are customary under LTD's risk management program in respect of similar equipment owned or leased by LTD; provided, however, that notwithstanding the foregoing, LTD may self-insure in a manner customary under LTD's risk management program.

During the term of this Lease, LTD shall pay all property taxes assessed or levied against the Cars. LESSEE shall pay all other taxes assessed or levied upon its interest as lessee of Cars and all taxes in respect of the earnings including without limitation sales or use taxes imposed on the mileage charges and/or Car Hire revenues (other than income taxes of LTD upon rentals paid to it hereunder unless such tax is in substitution for or relieves LESSEE of taxes it would be otherwise obligated to pay hereunder). LESSEE will prepare and file all property and ad valorem tax returns.

10. Termination of Lease. This Lease shall terminate upon the occurrence of any of the following:

- a. The expiration of its term as set forth in Section 2 above.
- b. Upon the occurrence of any default where LESSEE has been given ten (10) days to cure and has not cured, LTD may, at its option, terminate this Lease.
- c. LTD shall have the right to terminate this lease with respect to all or a group of Cars or any single Car if the average per diem earned by such Car or a group of Cars is less than the Minimum Utilization. Lessee may elect to pay LTD an amount (the "Shortfall") which when added to the hourly car hire payments paid to LTD for any Car or group of Cars, would yield a return reflecting the Minimum Utilization of such Car or group of Cars over the applicable three month period, in which event such under utilization for the applicable three month period shall be deemed cured. Once a written notice of termination has been given to Lessee, Lessee shall not have the right to cure any under utilization of payment of the Shortfall.
- d. LTD also reserves the right to remove all or some of the Cars from this Lease, if in its opinion it is not economically feasible for mechanical reasons to keep the Cars in this service.
- e. Any termination allowed by (b) above shall terminate this Lease only with respect to the Car or group of Cars which gave rise to the right to terminate. If the Car or Cars are not on the railroad line of LESSEE upon termination, any cost of assembling, delivering, storing, and transporting such Cars to LESSEE's railroad line or such other railroad line as LTD shall direct shall be borne by LESSEE. If such Cars are on the railroad line of LESSEE upon such expiration or termination or are subsequently returned to LESSEE's railroad line, LESSEE shall at LESSEE'S expense remove LESSEE's railroad markings (railroad identification stencil) from the Cars and place thereon such markings (railroad identification stencil) as may be designated by LTD. After the removal and replacement of markings, LESSEE shall use its best efforts to load such Cars with freight and deliver them to a connecting carrier for shipment. LESSEE shall provide up to ninety (90) days' free storage on its railroad tracks for LTD or the subsequent LESSEE of any terminated Car. If the terminated Car remains on tracks of LESSEE beyond said ninety (90) day period, LTD or subsequent lessee or deployer shall pay for storage of said Cars at a rate mutually agreed upon by both parties. In all cases, LESSEE shall return the Cars in the same condition as when received, ordinary wear and tear excepted, except for Repair Work for which LTD is obligated pursuant to Section 7. All liabilities and obligations of LESSEE which are unsatisfied as of the date of termination shall survive such termination.

11. Assignment. The right to assign this Lease by either party and LESSEE's and/or LTD's right to assign the benefits or delegate the duties hereunder shall exist only as follows:

a. LESSEE shall have no right to assign this Lease or sublease or loan any of the Cars without the prior written consent of LTD.

b. LTD shall have the right to assign its rights and obligations hereunder to another party and such party shall have the right to assume and perform pursuant to the terms of this Lease all such rights and obligations, and LESSEE hereby consents to such assignment, assumption and performance. Upon such assignment to and assumption by such party, all references to LTD in this Lease shall be deemed to refer to such party for all purposes or, as the case may be, the individual owners identified on the Schedule or Schedules and/or any amendments thereto. This Lease and LESSEE's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust covering the Cars heretofore or hereafter created by LTD. The making of a permitted assignment of any kind by LESSEE or an assignment by LTD shall not serve to relieve such party of any liability or undertaking hereunder.

12. Definitions. For all purposes of this Lease, the following terms shall have the following meanings:

"Repair Work" - all repairs, maintenance, modifications, additions, or replacements required to keep Cars in good working order and condition and in compliance with all Interchange Rules, except running repairs.

"Interchange Rules" - all codes, rules, decisions, interpretations, laws and orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time during the term of this Lease by the Association of American Railroads and any other organization, agency or governmental authority, such as but not limited to the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, decisions, interpretations, laws or orders.

"ICC" - the Interstate Commerce Commission.

13. Representations, Warranties and Covenants. LESSEE represents, warrants and covenants that all of the following matters shall be true and correct at all times that any Car is subject to this Lease:

a. LESSEE is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation and has the corporate power, authority and is duly authorized and qualified to do business wherever it transacts business and such qualification is required, and has corporate power to and has taken all corporate action necessary to enter into this Lease and carry out its obligations;

b. This Lease has been duly executed on behalf of LESSEE and constitutes the legal, valid and binding obligation of LESSEE enforceable in accordance with its terms;

c. No governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of the LESSEE in connection with this Lease or any action contemplated on its part hereunder, nor will the execution or performance of this Lease violate any law, judgment, order or regulation, or any indenture or agreement binding upon LESSEE;

d. Neither LESSEE nor its counsel know of any requirements for recording, filing or depositing this Lease other than pursuant to 49 U.S.C. Section 11303 of the Interstate Commerce Act, which is necessary to preserve or protect the title of LTD or any owner or its assignee or mortgagee in the United States of America; and

e. There are no agreements or arrangements to which LESSEE is a party limiting the amount of car hire charges otherwise payable with respect to the Cars under applicable ICC and/or AAR Car Hire provisions.

14. LTD's Agency Role. It is understood and agreed between the parties that LTD in executing this Lease is acting as agent for the owners of the Cars and that all references herein to LTD shall be construed to bind only the owners of the Cars and not LTD as a principal.

15. Default.

a. The occurrence of any of the following events shall be an event of default:

(i) The nonpayment of any sum required herein to be paid within ten (10) days after the date any such payment is due.

(ii) The breach by LESSEE of any other term, provision, representation, covenant, or condition of this Lease, which is not cured within ten (10) days after notification to LESSEE of said breach.

(iii) Any act of insolvency or bankruptcy by LESSEE (or any of its shortlines) or the filing by LESSEE of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors.

(iv) The filing of any involuntary petition under any bankruptcy, reorganization, insolvency or moratorium law against LESSEE (or any of its shortlines) that is not dismissed within sixty (60) days thereafter, or the appointment of any receiver or trustee to take possession of any properties of LESSEE (or any of its shortlines) unless such petition or

appointment is set aside or withdrawn or ceases to be in effect within sixty (60) days from the date of filing or appointment.

(v) The providing by LESSEE (or any of its shortlines) of a loading preference to a car not covered by this Lease which preference cannot be justified on the basis of good faith logistical considerations in the general day-to-day movement of railroad cars.

(vi) The commingling by LESSEE (or any of its shortlines) with its own funds or general assets of funds required to be held in trust pursuant to Section 3(a)(i) and Section 8 hereof.

(vii) A specific Car or specific group of Cars repeatedly incurs above normal Repair Work, as determined in the reasonable discretion of LTD, as a result of the service in which it or they are deployed.

b. Upon the occurrence of any event of default and after proper notification, LTD may, at its option:

(i) Terminate this Lease and terminate LESSEE's right of possession and use of the Cars, whereupon all right and interest of LESSEE in the Cars shall terminate and thereupon LTD may enter upon any premises where the Cars may be located and take possession of them and henceforth hold, possess and enjoy the same free from any right of LESSEE, provided that LTD shall nevertheless have the right to recover any and all rental amounts which under the terms of this Lease may then be due or which may have accrued to the date on which LTD took such possession; or

(ii) Proceed by any lawful means to enforce performance by LESSEE of this Lease.

The foregoing remedies shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity. LESSEE agrees to bear all costs and expenses (including, without limitation, attorneys' fees) incurred by LTD in connection with the exercise of its remedies pursuant to this Section 15(b).

16. Miscellaneous.

a. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns to the extent permitted herein.

b. Any notice required or permitted to be given by one party to another hereunder shall be properly given when delivered personally or, when made in writing by mail,

three days after having been deposited in the United States mail, registered or certified, postage prepaid, addressed to:

LTD at: Railcar, Ltd.
Suite 315
1819 Peachtree Road, N.E.
Atlanta, Georgia 30309
Attention: President

LESSEE at: RailTex, Inc.
4040 Broadway, Suite 200
San Antonio, Texas 78209
Attention: General Manager - Fleet

or such other address as either party may from time to time designate by such notice in writing to the other.

c. LESSEE shall keep the Cars free from any encumbrances or liens which may be a cloud upon or otherwise affect LTD's or owner's title and which arise for any reason whatsoever including, without limitations, any suit involving LESSEE, or any act, omission or failure of LESSEE to comply with the provisions of this Lease, and LESSEE shall promptly discharge any such lien, encumbrance or legal process. LESSEE shall take all action requested by LTD to confirm LTD's interest in the Cars as agent for the owner and that LESSEE has no interest in the Cars other than pursuant to the terms of this Lease.

d. During the continuance of this Lease, LTD shall have the right, at its own cost and expense, to inspect the Cars at any reasonable time or times wherever the Cars may be. LESSEE shall supply LTD with such reports, including telephone reports of the Cars on LESSEE's tracks, regarding the use of the Cars by LESSEE on its railroad line as LTD may reasonably request.

e. This Lease shall be governed by and construed according to the laws of the State of Georgia.

f. For purposes of this Lease, the term "LESSEE" shall be deemed to include all of RailTex, Inc.'s shortline railroads, whether or not any expenses reference is made herein to such shortline railroads, and LESSEE agrees to take such actions, and be liable to cause its shortline railroads to take such actions, as may be necessary to comply with the provisions of this Lease as so relate to RailTex, Inc. and its shortline railroads.

IN WITNESS WHEREOF, LTD and LESSEE have duly executed this Lease as of the day and year first above written.

RAILCAR, LTD.
A Georgia Corporation

By: Wilds L. Pierce
Wilds L. Pierce, President

(CORPORATE SEAL)

ATTEST:

Eugene N. Martini
Eugene N. Martini, Executive Vice President

RAILTEX, INC.

By: [Signature]
Title: GM Fleet

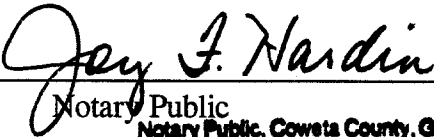
(CORPORATE SEAL)

ATTEST:

Stella F. Cortez
Title: Freight Car Administrator

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

On this 15th day of May, 1996, before me personally appeared Wilds L. Pierce, to me personally known, who being by me duly sworn says that he is President of Railcar, Ltd., and Eugene N. Martini, to me personally known to be the Executive Vice President of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
Notary Public, Coweta County, Georgia
My Commission Expires March 30, 1999

STATE OF _____)
 _____) ss
COUNTY OF _____)

On this ____ day of _____, 1996, before me personally appeared _____, to me personally known, who being by me duly sworn says that he is _____ of RailTex, Inc., and _____, to me personally known to be the Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

Schedule I

To Lease Agreement by and between
 Railcar, Ltd. and RailTex, Inc.
 Effective as of December 28, 1995

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
NW 50613	GR 3000	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50614	GR 3001	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50615	GR 3002	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50616	GR 3003	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50617	GR 3004	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50619	GR 3005	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50620	GR 3006	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50621	GR 3007	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50624	GR 3008	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50625	GR 3009	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50626	GR 3010	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50628	GR 3011	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50629	GR 3012	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50630	GR 3013	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50632	GR 3014	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50636	GR 3015	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50637	GR 3016	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50638	GR 3017	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50639	GR 3018	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50642	GR 3019	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50645	GR 3020	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50647	GR 3021	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50652	GR 3022	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50653	GR 3023	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50656	GR 3024	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50657	GR 3025	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50658	GR 3026	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50660	GR 3027	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50662	GR 3028	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50663	GR 3029	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50665	GR 3030	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50666	GR 3031	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50667	GR 3032	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50669	GR 3033	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50670	GR 3034	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50675	GR 3035	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50676	GR 3036	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50577	GR 3037	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50681	GR 3038	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50683	GR 3039	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50685	GR 3040	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50690	GR 3041	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50693	GR 3042	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50697	GR 3043	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50698	GR 3044	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50704	GR 3045	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50705	GR 3046	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
NW 50706	GR 3047	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50708	GR 3048	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50710	GR 3049	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50714	GR 3050	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50717	GR 3051	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50718	GR 3052	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50719	GR 3053	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
NW 50721	GR 3054	60' 8"	Grand Rapids Eastern	Progress Rail Services Corp.
SOU 43971	SCRF 3060	60' 8"	Northeast Kansas & Missouri	Progress Rail Services Corp.
SOU 43972	SCRF 3061	60' 8"	Northeast Kansas & Missouri	Progress Rail Services Corp.
SOU 43973	SCRF 3062	60' 8"	Northeast Kansas & Missouri	Progress Rail Services Corp.
SOU 43975	SCRF 3063	60' 8"	Northeast Kansas & Missouri	Progress Rail Services Corp.
SOU 43976	SCRF 3064	60' 8"	Northeast Kansas & Missouri	Progress Rail Services Corp.
SOU 43979	SCRF 3065	60' 8"	Northeast Kansas & Missouri	Progress Rail Services Corp.
SOU 43980	SCRF 3066	60' 8"	Northeast Kansas & Missouri	Progress Rail Services Corp.
SOU 43983	SCRF 3067	60' 8"	Northeast Kansas & Missouri	Progress Rail Services Corp.
SOU 17007	MNA 3100	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17008	MNA 3101	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17009	MNA 3102	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17010	MNA 3103	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17011	MNA 3104	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17014	MNA 3105	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17015	MNA 3106	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17016	MNA 3107	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17017	MNA 3108	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17018	MNA 3109	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17020	MNA 3110	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17021	MNA 3111	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17024	MNA 3112	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17025	MNA 3113	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17026	MNA 3114	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17027	MNA 3115	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17029	MNA 3116	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17031	MNA 3117	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17032	MNA 3118	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17033	MNA 3119	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17036	MNA 3120	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17037	MNA 3121	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17039	MNA 3122	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17041	MNA 3123	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17042	MNA 3124	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17043	MNA 3125	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17044	MNA 3126	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17045	MNA 3127	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17046	MNA 3128	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17048	MNA 3129	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17049	MNA 3130	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17050	MNA 3131	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17051	MNA 3132	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17052	MNA 3133	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.
SOU 17053	MNA 3134	60' 9"	Missouri & Northern Arkansas	Progress Rail Services Corp.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
SOU 551040	SCRF 3411	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551041	SCRF 3412	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551042	SCRF 3413	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551043	SCRF 3414	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551044	SCRF 3415	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551045	SCRF 3416	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551046	SCRF 3417	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551048	SCRF 3418	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551049	SCRF 3419	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551050	SCRF 3420	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551052	SCRF 3421	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551055	SCRF 3422	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551057	SCRF 3423	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551067	SCRF 3424	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551074	SCRF 3425	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551075	SCRF 3426	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551084	SCRF 3427	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551085	SCRF 3428	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551086	SCRF 3429	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551091	SCRF 3430	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551092	SCRF 3431	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551094	SCRF 3432	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551096	SCRF 3433	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551098	SCRF 3434	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551099	SCRF 3435	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551100	SCRF 3436	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551103	SCRF 3437	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551104	SCRF 3438	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551106	SCRF 3439	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551110	SCRF 3440	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551111	SCRF 3441	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551114	SCRF 3442	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551116	SCRF 3443	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551120	SCRF 3444	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551128	SCRF 3445	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551140	SCRF 3446	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551142	SCRF 3447	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 551195	SCRF 3448	50' 6"	Georgia Southwestern	Progress Rail Services Corp.
SOU 5001	SCRF 3450	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5005	SCRF 3451	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5006	SCRF 3452	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5008	SCRF 3453	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5012	SCRF 3454	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5014	SCRF 3455	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5015	SCRF 3456	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5026	SCRF 3457	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5031	SCRF 3458	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5033	SCRF 3459	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5036	SCRF 3460	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5038	SCRF 3461	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5043	SCRF 3462	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5052	SCRF 3463	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
SOU 5054	SCRF 3464	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5059	SCRF 3465	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5062	SCRF 3466	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5063	SCRF 3467	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5065	SCRF 3468	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5067	SCRF 3469	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5068	SCRF 3470	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5069	SCRF 3471	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5073	SCRF 3472	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5075	SCRF 3473	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5080	SCRF 3474	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5085	SCRF 3475	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5090	SCRF 3476	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5092	SCRF 3477	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5094	SCRF 3478	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5097	SCRF 3479	50' 6"	South Carolina Central	KOGCO Transportation & Energy Corp.
SOU 5100	SCRF 3480	50' 6"	South Carolina Central	Florail, Inc.
SOU 5103	SCRF 3481	50' 6"	South Carolina Central	Florail, Inc.
SOU 5104	SCRF 3482	50' 6"	South Carolina Central	Florail, Inc.
SOU 5110	SCRF 3483	50' 6"	South Carolina Central	Florail, Inc.
SOU 5111	SCRF 3484	50' 6"	South Carolina Central	Florail, Inc.
SOU 5113	SCRF 3485	50' 6"	South Carolina Central	Florail, Inc.
SOU 5114	SCRF 3486	50' 6"	South Carolina Central	Florail, Inc.
SOU 5115	SCRF 3487	50' 6"	South Carolina Central	Florail, Inc.
SOU 5116	SCRF 3488	50' 6"	South Carolina Central	Florail, Inc.
SOU 5117	SCRF 3489	50' 6"	South Carolina Central	Florail, Inc.
SOU 5121	SCRF 3490	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5123	SCRF 3491	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5124	SCRF 3492	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5126	SCRF 3493	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5133	SCRF 3494	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5147	SCRF 3495	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5151	SCRF 3496	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5152	SCRF 3497	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5154	SCRF 3498	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5155	SCRF 3499	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5157	SCRF 3500	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5158	SCRF 3501	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5159	SCRF 3502	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5162	SCRF 3503	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5163	SCRF 3504	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5164	SCRF 3505	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5172	SCRF 3506	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5174	SCRF 3507	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5177	SCRF 3508	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5180	SCRF 3509	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5183	SCRF 3510	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5186	SCRF 3511	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5187	SCRF 3512	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5190	SCRF 3513	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5197	SCRF 3514	50' 6"	South Carolina Central	C.K. Industries, Inc.

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
SOU 5200	SCRF 3515	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5202	SCRF 3516	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5203	SCRF 3517	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5205	SCRF 3518	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5212	SCRF 3519	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5213	SCRF 3520	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5228	SCRF 3521	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5229	SCRF 3522	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5231	SCRF 3523	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5235	SCRF 3524	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5237	SCRF 3525	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5239	SCRF 3526	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5240	SCRF 3527	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5242	SCRF 3528	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5243	SCRF 3529	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5246	SCRF 3530	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5252	SCRF 3531	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5254	SCRF 3532	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5258	SCRF 3533	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5260	SCRF 3534	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5262	SCRF 3535	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5265	SCRF 3536	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5267	SCRF 3537	50' 6"	South Carolina Central	Greta Stalsby
SOU 5272	SCRF 3538	50' 6"	South Carolina Central	Greta Stalsby
SOU 5274	SCRF 3539	50' 6"	South Carolina Central	Greta Stalsby
SOU 5277	SCRF 3540	50' 6"	South Carolina Central	Greta Stalsby
SOU 5287	SCRF 3541	50' 6"	South Carolina Central	Greta Stalsby
SOU 5288	SCRF 3542	50' 6"	South Carolina Central	Greta Stalsby
SOU 5293	SCRF 3543	50' 6"	South Carolina Central	Greta Stalsby
SOU 5294	SCRF 3544	50' 6"	South Carolina Central	Greta Stalsby
SOU 5301	SCRF 3545	50' 6"	South Carolina Central	Greta Stalsby
SOU 5305	SCRF 3546	50' 6"	South Carolina Central	Greta Stalsby
SOU 5313	SCRF 3547	50' 6"	South Carolina Central	Greta Stalsby
SOU 5322	SCRF 3548	50' 6"	South Carolina Central	Greta Stalsby
SOU 5323	SCRF 3549	50' 6"	South Carolina Central	Greta Stalsby
SOU 5324	SCRF 3550	50' 6"	South Carolina Central	Greta Stalsby
SOU 5328	SCRF 3551	50' 6"	South Carolina Central	Greta Stalsby
SOU 5329	SCRF 3552	50' 6"	South Carolina Central	Greta Stalsby
SOU 5331	SCRF 3553	50' 6"	South Carolina Central	Greta Stalsby
SOU 5333	SCRF 3554	50' 6"	South Carolina Central	Greta Stalsby
SOU 5334	SCRF 3555	50' 6"	South Carolina Central	Greta Stalsby
SOU 5342	SCRF 3556	50' 6"	South Carolina Central	Greta Stalsby
SOU 5343	SCRF 3557	50' 6"	South Carolina Central	Greta Stalsby
SOU 5344	SCRF 3558	50' 6"	South Carolina Central	Greta Stalsby
SOU 5348	SCRF 3559	50' 6"	South Carolina Central	Greta Stalsby
SOU 5349	SCRF 3560	50' 6"	South Carolina Central	Greta Stalsby
SOU 5350	SCRF 3561	50' 6"	South Carolina Central	Greta Stalsby
SOU 5352	SCRF 3562	50' 6"	South Carolina Central	Greta Stalsby
SOU 5358	SCRF 3563	50' 6"	South Carolina Central	Greta Stalsby
SOU 5359	SCRF 3564	50' 6"	South Carolina Central	Greta Stalsby
SOU 5366	SCRF 3565	50' 6"	South Carolina Central	Greta Stalsby
SOU 5380	SCRF 3566	50' 6"	South Carolina Central	Greta Stalsby

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
SOU 5382	SCRF 3567	50' 6"	South Carolina Central	Greta Stalsby
SOU 5387	SCRF 3568	50' 6"	South Carolina Central	Greta Stalsby
SOU 5396	SCRF 3569	50' 6"	South Carolina Central	Greta Stalsby
SQU 5402	SCRF 3570	50' 6"	South Carolina Central	Greta Stalsby
SOU 5416	SCRF 3571	50' 6"	South Carolina Central	Greta Stalsby
SOU 5419	SCRF 3572	50' 6"	South Carolina Central	Greta Stalsby
SOU 5422	SCRF 3573	50' 6"	South Carolina Central	Greta Stalsby
SOU 5425	SCRF 3574	50' 6"	South Carolina Central	Greta Stalsby
SOU 5428	SCRF 3575	50' 6"	South Carolina Central	Greta Stalsby
SOU 5429	SCRF 3576	50' 6"	South Carolina Central	Jack Stalsby
SOU 5431	SCRF 3577	50' 6"	South Carolina Central	Jack Stalsby
SOU 5435	SCRF 3578	50' 6"	South Carolina Central	Jack Stalsby
SOU 5438	SCRF 3579	50' 6"	South Carolina Central	Jack Stalsby
SOU 5442	SCRF 3580	50' 6"	South Carolina Central	Jack Stalsby
SOU 5447	SCRF 3581	50' 6"	South Carolina Central	Jack Stalsby
SOU 5448	SCRF 3582	50' 6"	South Carolina Central	Jack Stalsby
SOU 5450	SCRF 3583	50' 6"	South Carolina Central	Jack Stalsby
SOU 5451	SCRF 3584	50' 6"	South Carolina Central	Jack Stalsby
SOU 5458	SCRF 3585	50' 6"	South Carolina Central	Jack Stalsby
SOU 5459	SCRF 3586	50' 6"	South Carolina Central	Jack Stalsby
SOU 5461	SCRF 3587	50' 6"	South Carolina Central	Jack Stalsby
SOU 5465	SCRF 3588	50' 6"	South Carolina Central	Jack Stalsby
SOU 5470	SCRF 3589	50' 6"	South Carolina Central	Jack Stalsby
SOU 5471	SCRF 3590	50' 6"	South Carolina Central	Jack Stalsby
SOU 5476	SCRF 3591	50' 6"	South Carolina Central	Jack Stalsby
SOU 5477	SCRF 3592	50' 6"	South Carolina Central	Jack Stalsby
SOU 5480	SCRF 3593	50' 6"	South Carolina Central	Jack Stalsby
SOU 5487	SCRF 3594	50' 6"	South Carolina Central	Jack Stalsby
SOU 5488	SCRF 3595	50' 6"	South Carolina Central	Jack Stalsby
SOU 5489	SCRF 3596	50' 6"	South Carolina Central	Jack Stalsby
SOU 5493	SCRF 3597	50' 6"	South Carolina Central	Jack Stalsby
SOU 5000	SCRF 3598	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5046	SCRF 3599	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5051	SCRF 3600	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5082	SCRF 3601	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5088	SCRF 3602	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5091	SCRF 3603	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5129	SCRF 3604	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5134	SCRF 3605	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5143	SCRF 3606	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5144	SCRF 3607	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5149	SCRF 3608	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5150	SCRF 3609	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5169	SCRF 3610	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5170	SCRF 3611	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5227	SCRF 3612	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5232	SCRF 3613	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5245	SCRF 3614	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5266	SCRF 3615	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5271	SCRF 3616	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5284	SCRF 3617	50' 6"	South Carolina Central	C.K. Industries, Inc.

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
SOU 5303	SCRF 3618	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5304	SCRF 3619	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5307	SCRF 3620	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5321	SCRF 3621	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5337	SCRF 3622	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5364	SCRF 3623	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5373	SCRF 3624	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5383	SCRF 3625	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5394	SCRF 3626	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5403	SCRF 3627	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5418	SCRF 3628	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5420	SCRF 3629	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5432	SCRF 3630	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5460	SCRF 3631	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5473	SCRF 3632	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5474	SCRF 3633	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 5500	SCRF 3640	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5501	SCRF 3641	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5504	SCRF 3642	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5508	SCRF 3643	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5509	SCRF 3644	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5510	SCRF 3645	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5512	SCRF 3646	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5513	SCRF 3647	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5514	SCRF 3648	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5517	SCRF 3649	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5518	SCRF 3650	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5519	SCRF 3651	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5523	SCRF 3652	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5524	SCRF 3653	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5526	SCRF 3654	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5527	SCRF 3655	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5528	SCRF 3656	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5529	SCRF 3657	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5530	SCRF 3658	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5531	SCRF 3659	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5532	SCRF 3660	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5533	SCRF 3661	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5535	SCRF 3662	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5536	SCRF 3663	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5537	SCRF 3664	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5539	SCRF 3665	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5540	SCRF 3666	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5541	SCRF 3667	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5542	SCRF 3668	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5543	SCRF 3669	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5545	SCRF 3670	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5546	SCRF 3671	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5547	SCRF 3672	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5548	SCRF 3673	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5549	SCRF 3674	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5550	SCRF 3675	50' 6"	Georgia Southwestern	C.K. Industries, Inc.

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
SOU 5551	SCRF 3676	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5553	SCRF 3677	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5554	SCRF 3678	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5555	SCRF 3679	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5557	SCRF 3680	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5558	SCRF 3681	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5560	SCRF 3682	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5561	SCRF 3683	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5562	SCRF 3684	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5563	SCRF 3685	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5565	SCRF 3686	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5566	SCRF 3687	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5567	SCRF 3688	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5568	SCRF 3689	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5569	SCRF 3690	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5570	SCRF 3691	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 5571	SCRF 3692	50' 6"	Georgia Southwestern	C.K. Industries, Inc.
SOU 9004	SCRF 3700	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9011	SCRF 3701	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9012	SCRF 3702	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9013	SCRF 3703	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9014	SCRF 3704	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9018	SCRF 3705	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9022	SCRF 3706	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9025	SCRF 3707	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9026	SCRF 3708	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9030	SCRF 3709	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9040	SCRF 3710	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9044	SCRF 3711	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9045	SCRF 3712	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9050	SCRF 3713	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9056	SCRF 3714	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9058	SCRF 3715	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9060	SCRF 3716	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9061	SCRF 3717	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9062	SCRF 3718	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9067	SCRF 3719	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9070	SCRF 3720	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9076	SCRF 3721	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9085	SCRF 3722	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9087	SCRF 3723	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9092	SCRF 3724	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9108	SCRF 3725	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9109	SCRF 3726	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9114	SCRF 3727	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9115	SCRF 3728	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9135	SCRF 3729	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9136	SCRF 3730	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9139	SCRF 3731	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9146	SCRF 3732	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9148	SCRF 3733	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9164	SCRF 3734	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
SOU 9172	SCRF 3735	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9177	SCRF 3736	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9182	SCRF 3737	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9183	SCRF 3738	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9189	SCRF 3739	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9190	SCRF 3740	50' 6"	South Carolina Central	Rail Equipment Associates, L.P. 1995-A
SOU 9000	SCRF 3741	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9001	SCRF 3742	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9016	SCRF 3743	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9019	SCRF 3744	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9020	SCRF 3745	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9023	SCRF 3746	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9027	SCRF 3747	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9031	SCRF 3748	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9033	SCRF 3749	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9034	SCRF 3750	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9039	SCRF 3751	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9051	SCRF 3752	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9055	SCRF 3753	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9059	SCRF 3754	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9071	SCRF 3755	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9073	SCRF 3756	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9082	SCRF 3757	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9094	SCRF 3758	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9106	SCRF 3759	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9120	SCRF 3760	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9121	SCRF 3761	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9123	SCRF 3762	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9126	SCRF 3763	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9127	SCRF 3764	50' 6"	Georgia Southwestern	Rail Equipment Associates, L.P. 1995-A
SOU 9130	SCRF 3765	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9131	SCRF 3766	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9132	SCRF 3767	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9133	SCRF 3768	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9140	SCRF 3769	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9141	SCRF 3770	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9142	SCRF 3771	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9149	SCRF 3772	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9155	SCRF 3773	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9156	SCRF 3774	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9159	SCRF 3775	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9160	SCRF 3776	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9163	SCRF 3777	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9179	SCRF 3778	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9181	SCRF 3779	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9184	SCRF 3780	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9186	SCRF 3781	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9187	SCRF 3782	50' 6"	Georgia Southwestern	Greta Stalby
SOU 9188	SCRF 3783	50' 6"	Georgia Southwestern	Jack Stalsby
SOU 9191	SCRF 3784	50' 6"	Georgia Southwestern	Jack Stalsby

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
SOU 9192	SCRF 3785	50' 6"	Georgia Southwestern	Jack Stalsby
SOU 9193	SCRF 3786	50' 6"	Georgia Southwestern	Jack Stalsby
SOU 9194	SCRF 3787	50' 6"	Georgia Southwestern	Jack Stalsby
SOU 9197	SCRF 3788	50' 6"	Georgia Southwestern	Jack Stalsby
SOU 9201	SCRF 3800	50' 6"	South Carolina Central	Florail, Inc.
SOU 9202	SCRF 3801	50' 6"	South Carolina Central	Florail, Inc.
SOU 9205	SCRF 3802	50' 6"	South Carolina Central	Florail, Inc.
SOU 9222	SCRF 3803	50' 6"	South Carolina Central	Florail, Inc.
SOU 9224	SCRF 3804	50' 6"	South Carolina Central	Florail, Inc.
SOU 9227	SCRF 3805	50' 6"	South Carolina Central	Florail, Inc.
SOU 9238	SCRF 3806	50' 6"	South Carolina Central	Florail, Inc.
SOU 9243	SCRF 3807	50' 6"	South Carolina Central	Florail, Inc.
SOU 9246	SCRF 3808	50' 6"	South Carolina Central	Florail, Inc.
SOU 9248	SCRF 3809	50' 6"	South Carolina Central	Florail, Inc.
SOU 9252	SCRF 3810	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9257	SCRF 3811	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9260	SCRF 3812	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9261	SCRF 3813	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9271	SCRF 3814	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9281	SCRF 3815	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9283	SCRF 3816	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9289	SCRF 3817	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9297	SCRF 3818	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9300	SCRF 3819	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9301	SCRF 3820	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9308	SCRF 3821	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9312	SCRF 3822	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9336	SCRF 3823	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9339	SCRF 3824	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9357	SCRF 3825	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9358	SCRF 3826	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9361	SCRF 3827	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9364	SCRF 3828	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9365	SCRF 3829	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9366	SCRF 3830	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9382	SCRF 3831	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9386	SCRF 3832	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9388	SCRF 3833	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9396	SCRF 3834	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9417	SCRF 3835	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9421	SCRF 3836	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9423	SCRF 3837	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9428	SCRF 3838	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9429	SCRF 3839	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9440	SCRF 3840	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9445	SCRF 3841	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9448	SCRF 3842	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9457	SCRF 3843	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9458	SCRF 3844	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9460	SCRF 3845	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9461	SCRF 3846	50' 6"	South Carolina Central	C.K. Industries, Inc.

Old Car No.	New Car No.	Inside Length	Original Assignment	Owner
SOU 9465	SCRF 3847	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9470	SCRF 3848	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9477	SCRF 3849	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9479	SCRF 3850	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9481	SCRF 3851	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9491	SCRF 3852	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9496	SCRF 3853	50' 6"	South Carolina Central	C.K. Industries, Inc.
SOU 9391	SCRF 3854	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9393	SCRF 3855	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9394	SCRF 3856	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9395	SCRF 3857	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9398	SCRF 3858	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9400	SCRF 3859	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9401	SCRF 3860	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9405	SCRF 3861	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9406	SCRF 3862	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9407	SCRF 3863	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9433	SCRF 3864	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9435	SCRF 3865	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9442	SCRF 3866	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9444	SCRF 3867	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9447	SCRF 3868	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9450	SCRF 3869	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9451	SCRF 3870	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9452	SCRF 3871	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9464	SCRF 3872	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9466	SCRF 3873	50' 6"	Indiana Southern	C.K. Industries, Inc.
SOU 9468	SCRF 3874	50' 6"	Indiana Southern	Jack Stalsby
SOU 9476	SCRF 3875	50' 6"	Indiana Southern	Jack Stalsby
SOU 9487	SCRF 3876	50' 6"	Indiana Southern	Jack Stalsby
SOU 9494	SCRF 3877	50' 6"	Indiana Southern	Jack Stalsby

Total Number of Cars:

804